

EXHIBIT A

TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant DOYLE DANE BERNBACH INC. 20 WEST 43rd ST. NEW YORK, NEW YORK 10036		2. Registration No. 1066
3. Name of foreign principal British Tourist Authority (British Travel Association)	4. Principal address of foreign principal Queen's House 64 St. James St. London SW 1, England	
5. Indicate whether your foreign principal is one of the following type: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or <input type="checkbox"/> domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Committee <input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group <input type="checkbox"/> Association <input checked="" type="checkbox"/> Other (specify) <u>Statutory body established by</u> <input type="checkbox"/> Individual - State his nationality <u>Act of British Parliament</u>		

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

NOT APPLICABLE

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

NOT APPLICABLE

b) Name and title of official with whom the registrant deals.

c) Principal aim

FINAL STATEMENT
TERMINATED
DATE 6-20-72

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

National Tourist Office of Great Britain to promote travel and tourism to and
within Great Britain.

b) Is this foreign principal

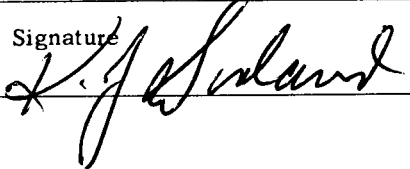
- Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal. . . . Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal . . . Yes ☒ No ☐
- Financed by a foreign government, foreign political party, or other foreign principal . . . Yes ☒ No ☐
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Authority financed by grants from British Parliament. Members of the Authority are appointed by British Parliament.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

NOT APPLICABLE

Date of Exhibit A September 9, 1971	Name and Title K. J. Worland Vice Pres& Asst. Treasurer	Signature 
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RECEIVED
DEPT. OF JUSTICE

UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

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EXHIBIT B

REGISTRATION SECTION

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
DOYLE DANE BERNBACH INC. 20 West 43rd Street New York, New York 10036	British Tourist Authority (British Travel Association)

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
 - ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
 - ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

NOT APPLICABLE

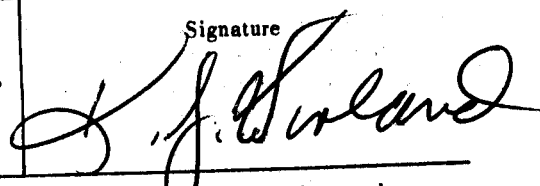
TERMINATED 6-30-72
SEE SS of 9/16/72

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

To serve as their advertising agency for advertising in the U.S. To analyze the present and potential markets, formulate and recommend plans as needed, upon approval prepare advertisements for newspapers, magazines, radio and television, trade papers or other appropriate media; to order space and time, check insertions, audit and pay the appropriate invoices for space, radio and television time and preparation and services; cooperate with the representatives to make the advertising more effective.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B 9/24/71	Name and Title K. J. Worland Vice Pres. & Asst. Treasurer	Signature 
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^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

BRITISH TRAVEL

Patron: HRH The Prince Philip, Duke of Edinburgh, K.G., K.T.

British Travel Association · Queen's House · 64 St. James's St · London · SW1 · England

Telephone: 01-629 9191 · Telegrams: Tagbandi Piccy London · Overseas: Tagbandi London SW1 · Telex: 21231 Tagbandi London

WRLA/PSF

9th October, 1969.

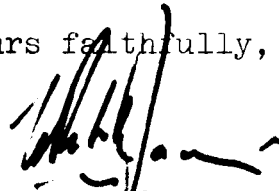
Messrs. Doyle Dane Bernbach Inc.,
20 West 43rd Street,
New York,
N.Y. 10036,
U.S.A.

Dear Sirs,

... I have pleasure in enclosing a copy of our acceptance of your terms of business duly signed by myself as Secretary of the Association. We shall look forward to a close working relationship.

May I take the opportunity of reminding you that the entire programme for our U.S.A. advertising campaign must be approved by the new British Tourist Authority which is to take over our responsibilities in this respect, probably from the 1st January, 1970. We hope that you will be in a position to make a presentation of your advertising proposals to the new Authority very early in 1970.

Yours faithfully,


W.R.L. ADDISON,
Secretary

TERMINATED 6-30-72
SEE SS of 9-16-72

DOYLE DANE BERNBACH INC.

TO: **BRITISH TRAVEL ASSOCIATION**

We hereby agree to serve as your advertising agency/in accordance with the following terms: **for your advertising the U.S.**

AGENCY SERVICES

We will perform the following services for you:

1. Study your problems, analyze your present and potential markets.
2. Employ in your behalf our knowledge of the available media and means which can profitably be used.
3. Formulate and recommend plans as needed.
4. In the execution of these plans, when approved by you, we will do the following:
 - a. Write, design, illustrate or otherwise prepare your advertisements for newspapers, magazines, radio, television, trade papers or other appropriate media.
 - b. Order the space, radio or television time, or other means to be used for your advertising, endeavoring to secure the most advantageous rates available.
 - c. Properly incorporate the message in mechanical or other form and forward it with proper instructions for the fulfillment of the contract.
 - d. Check and verify insertions, displays, broadcasts or other means used, to such degree as is usually performed by agencies.
 - e. Audit and pay invoices for space, radio or television time, preparation and services.
5. Cooperate with your sales work to make your advertising more effective.

GENERAL PROVISIONS

You agree to place all commissionable advertising you may do, during the life of the agreement, through our agency.

We agree to secure your approval of all expenditures in connection with your advertising.

We will take every reasonable precaution to safeguard any and all of your property entrusted to our custody or control, but in the absence of gross negligence on our part or willful disregard by us of your property rights, we are not to be held responsible for any loss, damage, destruction or unauthorized use by others of any of such property.

You reserve the right, in your own best interests, to modify, reject, cancel or stop any and all plans, schedules, or work in process; and in such event we shall immediately take proper steps to carry out your instructions: but you agree to assume our liability for all authorized commitments, to reimburse us for all expenses incurred, and to pay us any related service charges in accordance with the provisions of this agreement.

Nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to media.

We will endeavor to the best of our knowledge and ability to guard against any loss to you through failure of media or suppliers properly to execute their commitments, but we shall not be held responsible for any failure on their part.

You will indemnify us against any loss we may sustain as the result of any claim, suit or proceeding made or brought against us based upon assertions made for your products or services or for any products or services of your competitors in any advertising which we may prepare for you and which you approve before its publication or broadcasting. You will also indemnify us against any loss we may sustain resulting from any claim, suit or proceeding made or brought against us for use of any agency-produced commercials by your dealers or by anyone else, when such claim, suit or proceeding arises out of our obligations under the applicable union codes or contracts relating to the production of commercials.

We expressly reserve the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause publication

of any advertisement or article which, in our judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to your interest or to ours.

CHARGES FOR ADVERTISING SPACE, RADIO AND TELEVISION TIME

You agree to pay us at current published rates for advertising run in all media. In those exceptional cases where an advertising medium allows no agency commission or less than 15% agency commission, you agree to pay us at current published rates plus an amount which, together with the commission, if any, allowed by media, will yield us 15% of our total charge to you before cash discount.

RATE ADJUSTMENTS

If, in a medium having a schedule of graduated rates, less space or time than contracted for is used, you are to pay us the difference, if any, between the rate billed and the rate actually earned, in accordance with such short rate payments we may be obligated to make. If more space or time than contracted for is used, we shall refund to you any excess you may have paid us in accordance with such refunds made to us by media.

We shall refund or credit to you any other funds received by us in connection with advertising space, time, or materials, for which you have paid us.

CASH DISCOUNT ON INVOICES FOR ADVERTISING SPACE AND TIME

The exact amount of cash discount allowed to us by media for prompt payment will be allowed to you provided payment is made to us in accordance with the cash discount terms stated on our invoices, and provided that there is no overdue indebtedness at the time of payment.

CHARGES FOR MATERIALS AND SERVICES PURCHASED

You agree to pay us the net cost, before deduction of cash discount, of all materials and services (other than space and time) purchased for you on your authorization, plus 17.65% of such net cost. Items to be billed on this basis include the following:

Art work, layouts, engravings, electros, typography, mats, transcriptions, film, video tape and other mechanical parts, storyboards, jingles, radio and TV talent, programs, sports rights and facilities on which the agency does not receive commission from the broadcaster or producer, package design, testimonials, surveys contracted for with independent research organizations, etc. (If 15% agency commission on the gross amount is allowed by broadcasters on network or station shows or on talent or other production costs, such commission will be retained by us but no further agency commission will be added.)

Also postage, express, packing, import duties, long distance telephoning and telegraphing (but not between your offices and ours), traveling ~~(between your offices and ours)~~, when sales conventions, copyrighting of advertising matter, taxes **authorized by you,** incurred on your behalf, etc.

CASH DISCOUNT ON MATERIALS AND SERVICES PURCHASED

No cash discount is allowed on our bills for materials and services purchased for you since such bills usually represent funds already disbursed by us, such charges being accumulated and billed to you on completion of each job.

CHARGES FOR SPECIAL SERVICES PERFORMED BY US

For the services listed below, performed by us on your authorization (as distinguished from services bought outside our organization), you agree to pay us at the prevailing rates listed on the attached pages "Current Charges" dated 11/1/65 (R) (subject to change upon 90 days' notice):

Direct mail	Storyboards
Publicity	Finished art
Special research	Package design
Layouts	Jingles
Rescale layouts and mechanical make-up	Preparation of sales and service materials

ADVERTISING OUTSIDE THE U.S.

Since conditions vary from company to company and from country to country it is not feasible to establish in advance a firm policy

regarding compensation to us for advertising which you may wish to adapt, translate or use in part or whole outside the U.S.

When, and if, this problem arises it is agreed that there should be a review to determine

- (a) whether the advertising be placed through our foreign offices or affiliates
- (b) or, if not through our offices or affiliates what compensation, if any, should be made for the use of advertising created by us.

MINIMUM COMPENSATION

In the period between April 1 and December 31, 1970 it is agreed that the agency's commission from media will be a minimum of \$60,000.

In the event it should be less than \$60,000 the client agrees to pay the agency the difference between commission earned from media (normally 15%) and \$60,000. Any commission in excess of \$60,000 will be retained by the agency.

TERMS OF PAYMENT

Two fundamental principles on which the client-agency-medium financial relationship is based are (1) that the advertising agency shall finance its own service, but not the advertising of its clients, and (2) that the advertising agency is held by media as solely liable for payment. Therefore, it is essential that we collect from you in time to pay media.

Pursuant to the customs and standards of our industry, you agree to pay our invoices on payment dates stated thereon, usually within ten days of billing date.

We reserve the right in case of delinquency in your payments to us, or such impairment of your credit as in our opinion might endanger future payments to us, to change the requirements as to terms of payment under this agreement.

TERMINATION OF AGREEMENT

This agreement will become effective April 1, 1970 and shall continue in force from that date until terminated by 90 days' notice in writing given by either party to the other and sent by registered mail to the principal place of business of the party to whom such notice is addressed.

The rights, duties and responsibilities of the agency and advertiser shall continue in full force and effect during this period of notice, including the placing of advertisements in any print media whose closing dates fall within the 90-day notice period, and in any broadcast media whose date of broadcast falls within the 90-day notice period.

Any uncancellable contract made on your authorization, and still existing at the expiration of the agreed-on interval following notice, shall be carried to completion by us and paid for by you unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

Any materials, services, etc., we have committed ourselves to purchase for your account, with your approval (or any uncompleted work previously approved by you either specifically or as part of a plan), shall be paid for by you.

Upon the termination of this agreement, we shall transfer, assign and make available to you, or your representative, all property and materials in our possession or control belonging to and paid for by you, and all information regarding your advertising. We also agree to give all reasonable cooperation toward transferring, with approval of third parties in interest, all reservations, contracts and arrangements with advertising media, or others, for advertising space, broadcasting time, or materials yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation.

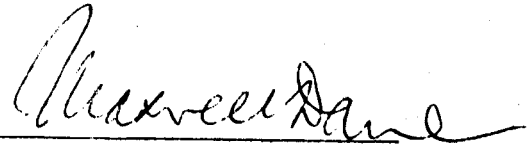
However, at termination, unused or unpublished advertising created by us shall remain our property, regardless of whether or not the physical embodiment of the creative work is in your possession in the form of copy, art work, plates, film, video tape, etc.

EXAMINATION OF RECORDS

It is understood that you may at any time during the life of this contract, and upon reasonable notice, examine our files and records pertaining to the handling of your advertising.

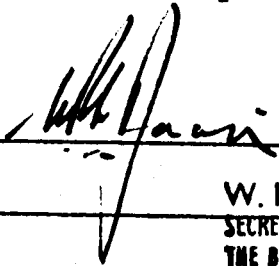
DOYLE DANE BERNBACH INC.

BY



CLIENT'S ACCEPTANCE

This agreement is accepted by


BY _____

W. R. L. ADDISON,
SECRETARY,
THE BRITISH TRAVEL ASSOCIATION.

AC-11-68

Effective May 1, 1969

CURRENT CHARGES FOR SPECIAL ART AND COPY SERVICES
PERFORMED BY DOYLE DANE BERNBACH INC.

MATERIAL FOR PRINT MEDIA

<u>MAGAZINES</u>	<u>Layouts</u>	<u>Rescale Layouts</u>	<u>Mechanicals</u>
B/W Page	\$ 73	\$ 37	\$ 52
2-Color Page	91	46	52
4-Color Page	123	62	52
B/W Spread	128	64	77
2-Color Spread	159	80	77
4-Color Spread	215	108	77

Fractional pages are charged at 60% of page rate

NEWSPAPERS - B/W

1300 - 2400 Lines	128	64	77
700 - 1299 Lines	91	46	52
699 Lines or Less	73	37	52

NEWSPAPERS - 2-Color

1300 - 2400 Lines	159	80	77
700 - 1299 Lines	123	62	52
699 Lines or Less	91	46	52

NEWSPAPERS - 4-Color

1300 - 2400 Lines	287	144	77
700 - 1299 Lines	172	81	52
699 Lines or Less	128	63	52

POSTERS

B/W	128	64	52
2-Color	172	86	52
4-Color	287	144	77

FINISHED ART AND PHOTOGRAPHS

Individual fees determined in advance

MATERIAL FOR RADIO AND TELEVISION MEDIA

<u>STORYBOARDS</u>		<u>Sketch or Polaroid</u>	<u>Sony Tape</u>	<u>Film</u>	<u>Ampex Tape</u>
1 Minute		\$ 402	\$ 440	\$ 517	\$ 845
30 Second		325	375	440	720
20 Second		287	320	402	650
10 Second		201	275	316	505
Billboard	\$88	Super	\$44		
Tag	66	Lifts	- Charged at rate of 25% of original board from which lift is being made		

CASTING

Sony Videotape	- \$15.00 per person per hour
Tape Costs	- \$28.00 per hour - \$16.00 - ½ hour
Ampex Videotape	- \$20.00 per person per hour plus tape if kept
Voice Recording (Radio or TV)	- \$10.00 per person (includes tape)
Polaroid	- \$ 5.00 per person for 1-8 pictures Additional pictures @ .20
Bolex	- \$15.00 per person per hour
Auricon	- \$15.00 per person per hour

PRODUCTION TESTING

Audio Mixing (Radio or TV)	- \$25.00 per hour
Audio Dubbing (Radio or TV)	- \$10.00 per hour
Audio Editing (Radio or TV)	- \$10.00 per hour
Sony Production (includes 2-man crew)	- \$25.00 per hour plus tape cost Rates for additional man hours supplied upon request
Sony Editing	- \$10.00 per hour

MUSIC CHARGES

Jingles and Themes (Radio or TV) - Individual fees determined in advance

MATERIAL FOR NON-COMMISSIONABLE MEDIA

Materials - including Direct Mail, Publicity, Sales Promotion, Package Design, Sales and Service materials, etc. - are normally prepared by Promotion Plus, Inc., a subsidiary of Doyle Dane Bernbach. In the event DDB should prepare such items, charges will be made on a time plus overhead basis.